

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING**  
**TUESDAY, NOVEMBER 12, 2013**  
**5:30 P.M.**

**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF OCTOBER 28, 2013**
5. **RESOLUTION:**  
**#086    Nielsen**      Resolution Confirming The Mayor's Appointment Of Crit Miller  
As Fire Chief For The City Of Natchitoches
6. **SWEARING – IN CEREMONY: FIRE CHIEF CRIT MILLER**
7. **DISCUSSION -**      The Process of Recycling
8. **PLANNING & ZONING - INTRODUCTION:**  
**#053    Stamey**      Ordinance Amending Ordinance No. 64 Of 2001 By Changing  
Zoning Classification Of Property Described As Follows:  
Lot Having a 246.3 Foot Front on East Side of Washington Street,  
Being Shown as Tract "B" and Subject to a Boundary Agreement  
Recorded in Conveyance Book 419, Page 683 from B-3 to additional  
zoning of B-A to sell beverages of high alcoholic content for  
consumption on premise. (**Cane River Bar & Grill - 1125  
Washington St.**)
9. **ORDINANCES – FINAL:**  
**#048    Payne**      Ordinance Authorizing The Mayor Of The City Of Natchitoches  
To Award The Bid For The Purchase Of A Boat, Motor And  
Trailer For The Utility Department (**BID NO. 0543**)  
  
**#049    Mims**      Ordinance Authorizing The Mayor Of The City To Enter Into An  
Intergovernmental Agreement With Corrections Corporation Of  
America To Provide Inmate Labor Services To The City For  
The Purpose Of Maintenance And Upkeep Of Public Street Rights  
Of Way And Other Public Property And Authorizing The Mayor  
To Sign The Contract On Behalf Of The City Of Natchitoches

**#051**     **Stamey**     Ordinance To Provide For The Creation Of A Woody Waste Recycling Facility On Property Owned By The City Of Natchitoches North Of Louisiana Highway 3175, Approving The Form Of A Contract To Be Entered Into With Tree Contractors And Waste Collectors For The Deposit Of Woody Waste At The Woody Waste Recycling Facility, And Authorizing The Mayor, Or His Designee, To Execute Said Contracts On Behalf Of The City Of Natchitoches, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date of Ordinance

10.     **ORDINANCES – INTRODUCTION:**

**#052**     **Payne**     Ordinance Authorizing The City To Enter Into A Contract For Demolition And Scrap Of Power Generation Equipment, Associated Fixtures And Building Located At The City Of Natchitoches Power Plant To B. Jones, Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Act Of Sale By The Mayor, Lee Posey, After Due Compliance With The Law, And Further Providing For Advertising Of The Sale And An Effective Date

**#054**     **Stamey**     Ordinance Authorizing A Franchise For The Operation Of Horse Drawn Carriage Business Within The City Limits Of The City Of Natchitoches, In Favor Of Natchitoches Carriage Company, L.L.C., Confirming The Terms Of The Franchise, Conditions, And Considerations For Said Franchise, Approving The Lease Of Space For Storage Associated With The Operation Of The Horse Drawn Carriage Business, And Authorizing The Mayor To Execute The Said Franchise And Lease Agreement On Behalf Of The City.

11.     **RESOLUTIONS:**

**#087**     **Nielsen**     Proclamation Acknowledging The Vacancy In The Office For Councilperson For City Council District Three, Calling Of A Special Election To Fill Said Vacancy, Setting The Dates For Said Special Election, Providing For Advertising And Notification To The Clerk Of Court For The Tenth Judicial District Of Louisiana And The Secretary Of State For The State Of Louisiana

**#088**     **Mims**     Resolution Appointing A Person To Fill The Vacancy In The Office For Councilperson For City Council District Three Providing For Advertising And Notification To The Secretary Of State For The State Of Louisiana

**#089**     **Payne**     Resolution Authorizing The Mayor To Enter Into An Agreement With The State Of Louisiana Department Of Transportation And Development For The Construction Of A Bicycle Path On LA 478 (Water Well Road) JCT. I-49 – JCT. LA 1 Natchitoches Parish

**#090**     **Nielsen**     Resolution Authorizing The Mayor To Enter Into Supplement Agreement No. 1 With The State of Louisiana Department Of Transportation For LA 1X: Turn Lanes – 46' N Hancock – LA 494 Route LA 1X (**State Project No. H009721, Federal Aid Project No.H009721**)

**#091 Mims** Resolution Addressing Administrative Aspects Of The Proposed  
Fy 2014 - Fy 2015 Louisiana Community Development Block  
Grant Project

**#092 Nielsen** Resolution Addressing Engineering Aspects Of The Proposed Fy  
2014 - Fy 2015 Louisiana Community Development Block Grant  
Project

10. **ANNOUNCEMENTS:**

- The City of Natchitoches offices will be closed **Thursday, November 28** and **Friday, November 29, 2013** for the Thanksgiving Holidays

11. **ADJOURNMENT:**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
TUESDAY, NOVEMBER 12, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Tuesday, November 12, 2013 at 5:30 p.m.

There were present:

Mayor Lee Posey  
Councilman At Large Don Mims, Jr.  
Councilman Dale Nielsen  
Councilman David Stamey  
Councilman Larry Payne

Guests: None

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Nielsen was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the October 28, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

<b>Ayes:</b>	<b>Payne, Nielsen, Mims, Stamey</b>
<b>Nays:</b>	<b>None</b>
<b>Absent:</b>	<b>None</b>

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

**RESOLUTION NO. 086 OF 2013**

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF CRIT MILLER AS FIRE CHIEF FOR THE CITY OF NATCHITOCHES**

**WHEREAS**, Section 4.05 of the Home Rule Charter provides that the head of the Fire Department shall be the Fire Chief, who shall be appointed by the Mayor, subject to confirmation by the Council, in accordance with applicable state law; and

**WHEREAS FURTHER**, Dennie Boyt officially retired effective May 1, 2013 and Crit Miller was appointed as Interim Fire Chief on May 1, 2013; and

**WHEREAS FURTHER**, The City Council desires to confirm the appointment and promotion of Interim Fire Chief Crit Miller as Fire Chief upon the recommendation of the Mayor.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council in legal session convened, that the promotion and appointment of Crit Miller to the position of Fire Chief for the City of Natchitoches is hereby approved.

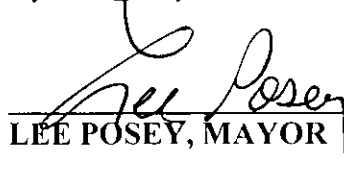
**BE IT FURTHER RESOLVED**, that the duties of the Fire Chief shall be those duties as set forth in Section 4.05 of the Home Rule Charter.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to 0 Nays on this 12<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on November 12, 2013 as follows:

**ORDINANCE NO. 053 OF 2013**

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

**LOT HAVING A 246.3 FOOT FRONT ON EAST SIDE OF WASHINGTON STREET, BEING SHOWN AS TRACT "B" AND SUBJECT TO A BOUNDARY AGREEMENT RECORDED IN CONVEYANCE BOOK 419, PAGE 683 FROM B-3 TO ADDITIONAL ZONING OF B-A TO SELL BEVERAGES OF HIGH ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISE.**

**(CANE RIVER BAR & GRILL - 1125 WASHINGTON ST.)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of November 5, 2013 that the application of Steve & Gay Moore to rezone the property described above from B-3 to additional zoning of B-A to sell beverages of high alcoholic content for consumption on premises (1125 Washington Street), be **APPROVED**.

The following Ordinance was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

**ORDINANCE NO. 048 OF 2013**

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO  
AWARD THE BID FOR THE PURCHASE OF A BOAT, MOTOR AND TRAILER FOR  
THE UTILITY DEPARTMENT**

**BID NO. 0543**

**WHEREAS**, Resolution No. 074 of 2013 was passed by the Natchitoches City Council on September 23, 2013 authorizing the Mayor to advertise for bids for the purchase of a boat, motor and trailer (Bid No. 0543).

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on September 28, October 5, and October 12, 2013 in accordance with law; and

**WHEREAS**, one bid proposal was received and opened as follows:

(1) Pro Drive Outboard  
Loreauville, LA .....\$20,303.00

**WHEREAS**, on October 21, 2013 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Dale Nielsen, Councilman; and Bryan Wimberly, Utility Director; reviewed the bid proposal for the purchase of a boat, motor and trailer (Bid No. 0543).

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **Pro Drive Outboard**, of Loreauville, LA in the amount of \$20,303.00.

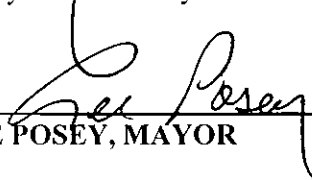
**NOW, THEREFORE, BE IT RESOLVED**, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

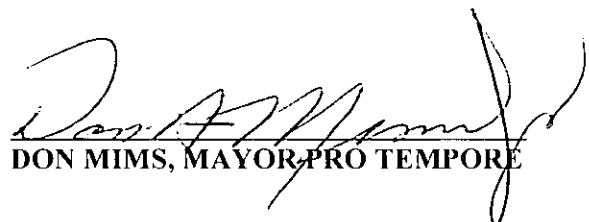
**THIS ORDINANCE** was introduced on October 28, 2013 and published in the *Natchitoches Times* on November 2, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Stamey, Payne, Nielsen, Mims</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 12<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13<sup>th</sup> day of November, 2013 at 10:00 A.M.



**CITY OF NATCHITOCHES**  
**PURCHASING DEPARTMENT**

**October 22, 2013**

**Mayor Lee Posey**  
**City Hall**  
**Natchitoches, LA 71457**

**Re: Bid number 0543 – Boat, Motor and Trailer**

**Dear Mayor Posey,**

**The appointed committee of Pat Jones, Edd Lee, Dale Nielsen and Bryan Wimberly has reviewed the bid proposal for the purchase of a boat, motor and trailer.**

**The committee was unanimous in its decision to award the bid to the low bidder, Pro Drive Outboard, Loreauville, LA in the amount of \$20,303.00. The bid from Pro Drive Outboard was the only bid received.**

**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**We request ratification of this award at the next meeting of the City Council on October 28, 2013.**

**Very truly yours,**

  
**Dale Nielsen**  
**Councilman Dist # 2**

  
**Bryan Wimberly**  
**Director of Utilities**

  
**Edd Lee**  
**Director of Purchasing**

  
**Pat Jones**  
**Director of Finance**



The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Payne as follows, to-wit:

**ORDINANCE NO. 049 OF 2013**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CORRECTIONS CORPORATION OF AMERICA TO PROVIDE INMATE LABOR SERVICES TO THE CITY FOR THE PURPOSE OF MAINTENANCE AND UPKEEP OF PUBLIC STREET RIGHTS OF WAY AND OTHER PUBLIC PROPERTY AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT ON BEHALF OF THE CITY OF NATCHITOCHES**

**WHEREAS**, the Corrections Corporation of America Winn Correctional Center, a Unit of the Department of Public Safety and Corrections, State of Louisiana, (hereinafter referred to as "CCA"), is empowered to provide inmate labor for services to various municipalities and political subdivisions of the State; and

**WHEREAS**, the City of Natchitoches (hereinafter referred to as "City") deems it to be in the best interest of the City to contract with CCA for the use of inmate labor, from time to time, for the purpose of maintaining its public streets, rights-of-way, and other public property, involving primarily grass cutting, cleaning of debris, litter abatement, and general upkeep of public grounds and trees, and

**WHEREAS**, Louisiana R.S. 15:836 provides specifically that CCA can cooperate with public agencies and officials including the entering in to agreements with such agencies; and

**WHEREAS**, the City is authorized to enter into such intergovernmental agreements with other political subdivisions of the State by its Home Rule Charter of 1975 and by the general law of this State; and

**WHEREAS FURTHER**, the City Council deems it to be in the best interest of the City to enter into an agreement with CCA for the purpose of obtaining inmate labor to help with the general maintenance and upkeep of city streets and public ways; and

**WHEREAS**, the contract with CCA will greatly increase the manpower for the purpose of maintaining these city thoroughfares, rights-of-way, and other public property, which will enhance the general appearance of the City, as well as the general welfare and safety of its citizens; and

**WHEREAS**, in the opinion of the Mayor and City Council, the proposed contract will be in the best economic interest of the City; and

**WHEREAS**, the proposed contract has been reviewed by the City and approved in form,

**NOW THEREFORE, BE IT ORDAINED** that the Mayor, Lee Posey, be and he is hereby authorized and empowered to enter into the proposed contract with CCA, under the terms and conditions set forth in the sample agreement which has been furnished

to the City, under the terms and conditions set forth therein, with the understanding that the Contract can be canceled upon mutual agreement of the parties at any time.


**BE IT FURTHER ORDAINED** that the Mayor is hereby authorized and empowered to execute the proposed Contract on behalf of the City, and is further empowered to make such changes, corrections, or additions to the Contract that may be in the best interest of the City.

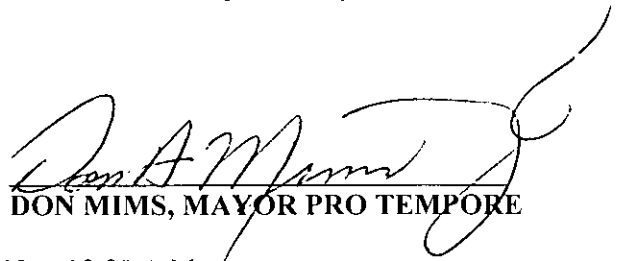
**THIS ORDINANCE** was introduced on October 28, 2013 and published in the *Natchitoches* November 2, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Stamey, Payne, Nielsen, Mims</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 12<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13<sup>th</sup> day of November, 2013 at 10:00 A.M.

407008

INTERAGENCY AGREEMENT BETWEEN  
LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS  
CCA OF TENNESSEE, LLC (WINN CORRECTIONAL CENTER)  
AND  
THE CITY OF NATCHITOCHES

<b>Agency Name:</b> The City of Natchitoches	<b>Agency Address:</b> P.O. Box 37 Natchitoches, LA 71457
<b>Agency Contact:</b> Lee Posey, Mayor	<b>Tax ID Number:</b> 726000931 00
<b>Beginning Date:</b> February 28, 2013	<b>Ending Date:</b> February 28, 2015

This Contract is made and entered into by and between the Louisiana Department of Public Safety and Corrections, CCA of Tennessee, LLC/Winn Correctional Center ("CCA/Winn Correctional Center"), hereinafter referred to as Department and represented by James M. Le Blanc, Secretary, LA DPS&C, and represented by Timothy Keith, Warden for CCA/Winn Correctional Center, and The City of Natchitoches hereinafter referred to as Agency or City and represented by Lee Posey, Mayor.

WHEREAS La. R.S. 15:832 authorizes the Department to enter into contractual agreements for the use of inmate labor by any department, board, commission, or agency of this state responsible for the conservation of natural resources or the construction and maintenance of public works. La. R.S. 15:836 authorizes the Department to enter into agreements with other departments of this state or any political subdivision thereof, with private agencies and with the federal government with respect to the discharge of their respective responsibilities.

**DESCRIPTION OF SERVICES TO BE PROVIDED:** (Include description of work to be performed; number of inmates required to perform the work for Agency; number of correctional security officers required to supervise the work performed; number of hours worked per day, days worked, supplies, food or other items to be supplied by the Department, etc.)

CCA/Winn Correctional Center will provide a work crew comprised of up to eight (8) inmates to work for the City to assist in the cleaning of debris and general upkeep of grounds and trees and also of the City's streets, alleys, rights of way, and other public properties. One correctional officer will supervise the inmate work crew as necessary to handle and control the one (1) unit.

In the event of an emergency situation involving the security of the correctional facility, the Department of Public Safety and Corrections/CCA/Winn Correctional Center may immediately suspend the terms of this agreement during the existence of the emergency without prior notice of the City of Natchitoches. The Mayor of the City of Natchitoches shall be informed of such suspension as soon as it is practicable.

**AGENCY AGREEMENT:** When inmates are assigned to work for the Agency, the following agreements are made by the Agency:

1. To assign fully qualified and experienced employees to provide the technical directions for any CCA work supervisor on all programs undertaken within the terms of this agreement.
2. Advise its personnel that they shall not mail or deliver letters for inmates, barter, gamble, or furnish money, alcohol, drugs or tangible goods to any inmate or CCA employee, nor furnish any other items or substance prohibited by CCA.
3. Reimburse CCA/Winn Correctional Center for the salary and related benefits of one (1) correctional security officer that will supervise this crew.
4. Provide all essential tools, equipment, safety equipment and/or specialty protective clothing, training, and material to conduct the project work to be performed by the inmates except when agreed upon in advance that CCA will furnish all or part of the tools, equipment and materials for specified projects. Provide all equipment and training to inmates as necessary for the performance of the work.
5. Provision of lunch for the inmates is the responsibility of the Agency.
6. Agrees to furnish transportation, namely to 12 to 16 passenger van, to transport crew from work center to the work site and return to the work center. The Agency will furnish all fuel and maintenance of the vans.
7. Key employees of the Agency that supervise or otherwise work inmates be required to attend training sessions on rules and procedures dealing with inmates at a mutually agreed upon time between both parties.

**DEPARTMENT AGREEMENT:** CCA/Winn Correctional Center: When inmates are assigned to work for the Agency, the following agreements are made by CCA/Winn Correctional Center.

1. Furnish up to eight (8) inmates from CCA/Winn Correctional Center. Be responsible for transportation from CCA/Winn Correctional Center to the Agency's work center.
2. Furnish one (1) correctional officer as necessary to handle and control one (1) unit.
3. Provide all necessary medical attention, including first aid, on the work projects and shall provide the City of Natchitoches written instructions outlining the procedure that CCA/Winn desires to have followed in case of serious injury to or illness of inmates while on work projects.
4. At all times, have full jurisdiction over and be responsible for discipline and control of inmates assigned for the City of Natchitoches under this agreement and shall provide

the necessary security personnel to accompany crew while on project work.

5. In connection with the performance of work under this agreement, not to discriminate against any inmate because of age, sex, sexual orientation, race, religion, color, or national origin.
6. Meet the compliance requirements of Executive Order 11755.
7. Submit periodic billing for all reimbursable expenses to the City of Natchitoches, Attention: Patrick Jones, Finance Director, P. O. Box 37, Natchitoches, LA 71457.

**IT IS MUTUALLY AGREED:** CCA/Winn Correctional Center and The City of Natchitoches: When inmates are assigned to work for the Agency, the following agreements are made mutually by CCA/Winn Correctional Center and the City of Natchitoches.

1. Work to be performed will be based on the needs of the City of Natchitoches and shall be agreed upon by both parties in the annual work.
2. That nothing in this agreement shall be construed as obligating the City of Natchitoches to expend, or as involving the City of Natchitoches in any appropriations authorized by law and any appropriations authorized by law and administratively made available for this work.
3. That no employee or elected official of the City of Natchitoches shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
4. The City of Natchitoches personnel shall submit progress reports on the inmate under their technical administration upon request by CCA. The City shall not be liable for the misconduct, unauthorized absence of inmates, sickness, accidents or death of individuals, engaged in any activity conducted under this agreement, unless caused by the negligence of the City, its employees or agents.

#### **SPECIAL CONDITIONS:**

The Agency understands and agrees that the following special conditions of the contract exist for the benefit of the institution, the employees and the inmates and agrees to abide by said special conditions contained herein. Agency understands and agrees that violation of any of the following special conditions shall be cause for cancellation of this contract with thirty (30) day written notice by the Department.

**Abuse of Inmates:** No Agency shall abuse an inmate for any reason. Forms of abuse included, but are not limited to:

1. Verbal abuse in which racial or ethnic slurs, profanity or other insulting remarks are used.
2. Damaging, destroying, or otherwise abusing an inmate's belongings through willful act or gross negligence.

Contraband: Unless authorized, intoxicating liquors, weapons, substances defined in the Uniform Controlled Dangerous Substance Law, or any other article, substance, or thing that may reasonably be considered to endanger security shall not be brought onto, possessed, or stored on any part of a correctional facility or where inmates are assigned to work or may reasonably have unsupervised access. Authorized exceptions are, for example, when firearms are issued for performance of duty, or handling of drugs by pharmacists or other authorized personnel. Louisiana R.S. 14:402 authorizes prosecution for "Introduction of Contraband".

Intoxication: No Agency staff may be in the presence of inmates when the odor or effects of alcohol or other intoxicants are noticeable.

In the event of any emergency situation involving the security of the penal institution or parish wherein the work crews perform, the Department may immediately suspend the terms of this agreement during the existence without prior notice to the Agency. The Agency shall be informed of such suspension as soon thereafter as is practical.

Upon completion of this agreement or if terminated earlier, all records, reports, worksheets or any other materials related to this agreement shall become the property of the Department.

During the effective period of this agreement, the Agency will strictly adhere to all federal state and local laws and institutional directives.

The Agency agrees that the Department and its employees and inmates are not responsible for damage or loss of equipment or supplies furnished by Agency nor for any damage that may occur to a building or work location, or other property of or under the control of the Agency.

Agency agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions and Corrections Corporation of America (CCA) and all the officers, agents, servants and employees, including volunteers of the above entities from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Agency, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the Agency as a result of any claim, demands, and/or causes of action except for those claims, demands and/or causes of action arising out of the negligence of the Department its agents, representatives, and/or employees. Agency agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false or fraudulent.

CCA/Winn Correctional center does hereby agree to indemnify, hold harmless and defend the City against any claims against the City, its agents or assigns, for any personal injury, wrongful death or property damages which may occur due to the negligence or fault of employees of CCA/Winn Correctional Center or any inmate.

Any alterations, variations, modifications, waivers of provisions and amendments to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Division of Administration and attached to the original of this contract.

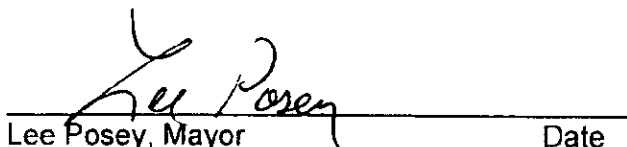
This agreement may be canceled by either party with a written notice of its intention to cancel the contract to the other party 30 days prior to the effective date of cancellation.

It is understood that the inmate labor provided by CCA/Winn is not employees of the City of Natchitoches. It is also understood that the inmate labor provided herein is not authorized to work on or perform any duties, which are under the duties of the employees/maintenance workers of the City of Natchitoches. Further, a request shall not be made for such inmate labor unless it has been certified, in writing, that there are no free workers displaced because of inmate labor used. Inmates placed under this program are not Federal employees for the purpose of law administered by the Officer of Personnel Management and do not have title to any Federal, State, or County benefits such as insurance, retirement or leave.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this agreement;

  
James M. Le Blanc, Secretary  
Louisiana Department of Public  
Safety & Corrections  
Date 12/5/12

  
Tim Keith, Warden  
CCA/Winn Correctional Center  
Date 11/18/13

  
Lee Posey, Mayor  
The City of Natchitoches  
Date

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to-wit:

**ORDINANCE NO. 051 OF 2013**

**AN ORDINANCE TO PROVIDE FOR THE CREATION OF A WOODY WASTE RECYCLING FACILITY ON PROPERTY OWNED BY THE CITY OF NATCHITOCHES NORTH OF LOUISIANA HIGHWAY 3175, APPROVING THE FORM OF A CONTRACT TO BE ENTERED INTO WITH TREE CONTRACTORS AND WASTE COLLECTORS FOR THE DEPOSIT OF WOODY WASTE AT THE WOODY WASTE RECYCLING FACILITY, AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE SAID CONTRACTS ON BEHALF OF THE CITY OF NATCHITOCHES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, the City of Natchitoches (Sometimes hereinafter "City") is the owner of a twenty acre tract of land located to the North of Louisiana Highway 3175, which was acquired by the City in two instruments from Shirley C. Friend, Jr., et al, as follows: instrument recorded at Conveyance Book 316, page 926, and instrument recorded June 13, 1991, at Conveyance Book 465, page 275, of the records of Natchitoches Parish, Louisiana.

**WHEREAS FURTHER**, the property acquired by the City is more fully described as follows, to-wit:

A certain tract of land in Natchitoches Parish, Louisiana containing 20 acres, more or less, located in Section 15, Township 9 North, Range 7 West, and being more particularly described as follows:

Begin at the corner which is common to Section 14, 15 and 126, Township 9 North, Range 7 West, and run thence North 7 degrees 12 minutes East 663.3 feet to a point; thence 1,720 feet East to the point of beginning, thence North 630.6 feet to Point "1", which is the Northwest corner of the tract herein described; thence run East 1,100 feet to Point "2", which is the Northeast corner of the tract herein conveyed; thence South 22 degrees 49 minutes West 1,172.5 feet to Point "3", which is the Southwest corner of the tract herein described, and run thence North 229.1 feet to the point of beginning.

The whole being fully shown on a plat of survey by A. J. Brouillette, surveyor, dated February 25, 1974, a copy of which is attached to a deed recorded in Conveyance Book 316, page 926, under original instrument number 141259 of the records of Natchitoches Parish, Louisiana.

Together with a right of servitude, easement and passage over and across the Breazeale Spring Road leading from the North bypass to the above property, but said right of way not to exceed 30 feet in width. This right of way, servitude and easement is for the purpose of reaching the subject property and shall run with the land; and

**WHEREAS FURTHER**, the twenty acre tract was the site of a sanitary landfill which is now closed, but the City continues to utilize the site as a woody waste recycling center (sometimes hereinafter "Recycling Center") to store and accumulate woody waste which is then chipped by a third party and used as fuel; and



**WHEREAS FURTHER**, the City obtained approval from the Louisiana Department of Agriculture & Forestry of a Best Management Practices plan for the beneficial use of wood waste on June 12, 2013, and the proposed use of the Recycling Center will further the beneficial use of wood waste; and

**WHEREAS FURTHER**, the City desire to encourage the use of the Recycling Center by its contractual waste provider as well as tree contractors who generate woody waste; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches finds that depositing woody waste at the Recycling Center helps reduce costs to the City and its citizens in that the additional cost associated with hauling such waste to a landfill and the landfill charges are avoided and are thus not passed on to the City and its citizens; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches further finds that encouraging tree contractors to deposit woody waste at the Recycling Center will increase the volume of woody waste making it more attractive to third party chippers that utilize the woody waste; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City and its citizens to encourage and expand the deposit of woody waste at the Recycling Center; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the attached Contract which will be entered into with tree contractors and other waste collectors and desires to approve the form of the contract and agrees that the approval of the form is advisable and in the best interest of the City of Natchitoches and its citizens; and

**WHEREAS FURTHER**, it is acknowledged that the City has an existing agreement with the contractual waste collector for the City of Natchitoches; therefore, the contract contemplated herein will not be entered into with the contractual waste collector for the City of Natchitoches; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to authorize the Mayor of the City of Natchitoches, or his designee, to execute the contract, as approved, on behalf of the City, and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, as follows:

**SECTION 1:** The City Council of the City of Natchitoches does hereby authorize and approve the designation and use of the above described property as a Woody Waste Recycling Center.

**SECTION 2:** The City Council of the City of Natchitoches, Louisiana, does further approve the form of the attached Contract and approves of the use of the contract to enter into agreements with tree contractors and waste collectors, other than the contractual waste collector for the City, for the deposit of woody waste at the Woody Waste Recycling Center.

**SECTION 3.** The City Council of the City of Natchitoches, Louisiana, does further designate and authorize the Mayor of the City of Natchitoches, or his designee, to execute the contract, in its approved form, with any tree collector or waste collector who meets the requirements under the contract.

**SECTION 4.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 5.** If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

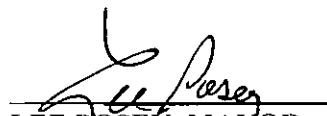
**SECTION 6.** This Ordinance shall go into effect upon publication and in accordance with law.


**THIS ORDINANCE** was introduced on October 28, 2013 and published in the *Natchitoches Times* on November 2, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Stamey, Payne, Nielsen, Mims</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 12<sup>th</sup> day of November, 2013.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13<sup>th</sup> day of November, 2013 at 10:00 A.M.

*This is an open/blank  
contract to be used  
for various contractors.  
See Woody Waste Recycling  
file for fully executed  
contracts*

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

**CONTRACT FOR USE OF WOODY WASTE RECYCLING CENTER**

**BE IT KNOWN**, that on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public and subscribing witnesses, personally came and appeared:

**THE CITY OF NATCHITOCHES**, a Louisiana municipal corporation, operating under a Home Rule Charter passed by referendum vote in 1975, and represented hereby by Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance No. 051 of 2013, a copy of which is attached hereto and made a part hereof; (sometimes hereinafter referred to as "CITY");

and

(sometimes hereinafter referred to as "**CONTRACTOR**")

Both of whom declared as follows:

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

**WHEREAS**, the City of Natchitoches (Sometimes hereinafter "City") is the owner of a twenty acre tract of land located to the North of Louisiana Highway 3175, which was acquired by the City in two instruments from Shirley C. Friend, Jr., et al, as follows: instrument recorded at Conveyance Book 316, page 926, and instrument recorded June 13, 1991, at Conveyance Book 465, page 275, of the records of Natchitoches Parish, Louisiana.

**WHEREAS FURTHER**, the property acquired by the City is more fully described as follows, to-wit:

A certain tract of land in Natchitoches Parish, Louisiana containing 20 acres, more or less, located in Section 15, Township 9 North, Range 7 West, and being more particularly described as follows:

Begin at the corner which is common to Section 14, 15 and 126, Township 9 North, Range 7 West, and run thence North 7 degrees 12 minutes East 663.3 feet to a point; thence 1,720 feet East to the point of beginning, thence North 630.6 feet to Point "1", which is the Northwest corner of the tract herein described; thence run East 1,100 feet to Point "2", which is the Northeast corner of the tract herein conveyed; thence South 22 degrees 49 minutes West 1,172.5 feet to Point "3", which is the Southwest corner of the tract herein described, and run thence North 229.1 feet to the point of beginning.

The whole being fully shown on a plat of survey by A. J. Brouillette, surveyor, dated February 25, 1974, a copy of which is attached to a deed recorded in Conveyance Book 316, page 926, under original instrument

number 141259 of the records of Natchitoches Parish, Louisiana.

Together with a right of servitude, easement and passage over and across the Breazeale Spring Road leading from the North bypass to the above property, but said right of way not to exceed 30 feet in width. This right of way, servitude and easement is for the purpose of reaching the subject property and shall run with the land; and

**WHEREAS FURTHER**, the twenty acre tract was the site of a sanitary landfill which is now closed, but the City Council has adopted Ordinance Number 051 of 2013 which approves the continued use of the site as a woody waste recycling center (sometimes hereinafter "Recycling Center") to store and accumulate woody waste which is then chipped by a third party and used as fuel; and

**WHEREAS FURTHER**, Contractor, in the course of its business, accumulates woody waste, and desires to deposit such woody waste at the Recycling Center owned by the City; and

**NOW THEREFORE**, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number 051 of 2013, and \_\_\_\_\_ (contractor), represented herein by \_\_\_\_\_, duly authorized to act herein pursuant to \_\_\_\_\_, do hereby enter into the following agreement:

(1) The City will allow Contractor access to the Recycling Center for the purpose of depositing woody waste at the Recycling Center.

(2) The City will provide a key to all locks or gates that control access to the Recycling Center.

(3) The Contractor shall deposit only woody waste at the Recycling Center, woody waste being limited to plant matter.

(4) The Contractor shall deposit woody waste in areas of the Recycling Center as directed by the City or its employees.

(5) Once woody waste is deposited, Contractor agrees that ownership of such woody waste shall transfer to the City.

(6) Contractor shall pay to the City the sum of \$200.00 per month for access to and use of the facility.

(7) This contract shall continue on a month to month basis and either party may terminate the contract with 30 days written notice which may be provided to the addresses set forth above

(8) During the term of this Contract, the Contractor shall at all times maintain general liability insurance and shall provide proof of said insurance upon request.

(9) Contractor agrees to hold harmless, indemnify and defend the City of Natchitoches for any property damages or personal injury that may result from the actions or inactions of the Contractor or any of its employees, agents or assigns.

**THUS DONE AND PASSED** before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

CITY OF NATCHITOCHES, LOUISIANA

\_\_\_\_\_

\_\_\_\_\_

by: **Mayor Lee Posey**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

by:

\_\_\_\_\_  
**NOTARY PUBLIC**

The following Ordinance was introduced by Mr. Payne at the Natchitoches City Council meeting held on November 12, 2013 as follows:

**ORDINANCE NO. 052 OF 2013**

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR DEMOLITION AND SCRAP OF POWER GENERATION EQUIPMENT, ASSOCIATED FIXTURES AND BUILDING LOCATED AT THE CITY OF NATCHITOCHES POWER PLANT TO B. JONES, SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE ACT OF SALE BY THE MAYOR, LEE POSEY, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE SALE AND AN EFFECTIVE DATE.**

WHEREAS, the City of Natchitoches (City) is the owner of certain steam generation units, being units number 8, 9 and 10, and associated boilers, cooling towers and steam turbines as well as the building that encloses these units which will sometimes hereinafter be referred to collectively as "Equipment"; and

WHEREAS FURTHER, the Equipment is currently not in use and is surplus property; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion and does find that the Equipment is not in use and is not needed for any public purpose and the City Council of the City of Natchitoches does hereby declared the Equipment to be surplus property; and

WHEREAS FURTHER, the City of Natchitoches has offered the Equipment through a Request for Proposals (sometimes hereinafter "RFP") and the City of Natchitoches received one response to that RFP from B. Jones; and

WHEREAS FURTHER, the proposal from B. Jones to has been reviewed by the City of Natchitoches and based upon the proposal an Agreement has been drafted whereby B. Jones will purchase the metal contained in the Equipment for the sum and price of \$27,000.00, and will complete the demolition of the site; and

WHEREAS FURTHER, after reviewing the offer by B. Jones, the Director of Utilities and the Director of Purchasing recommend that the City accept the Agreement drafted and attached hereto which is based upon the proposal received from B. Jones; and

WHEREAS FURTHER, under the terms of the sale, B. Jones will pay the City the sum of \$27,000.00, for those items identified above, and will remove the items at the expense of B. Jones; and

WHEREAS FURTHER, the sale will be an "as is" sale with no representation or warranty as to the condition of the items sold to B. Jones and B. Jones will complete an asbestos abatement and will complete the demolition of the site; and

WHEREAS FURTHER, the City desires to convey the surplus property described above to B. Jones, for the sum and price of \$27,000.00, and under the terms more fully set forth above; and.

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be sold to any person after due advertisement and compliance with the law; and

WHEREAS FURTHER, the City Council has been provided with a proposed Contract for Demolition and Scrap of Power Generation Equipment, Associated Fixtures and Building, and has approved same; and

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That the City takes cognizance of finds and declares that Steam Generation Units 8, 9 and 10 are surplus property not needed for any public purpose.

(2) That after due proceedings and advertisement, the said City does sale all metal contained in the Steam Generation Units to B. Jones for the sum and price of \$27,000.00, all under the terms more fully set forth above.

(3) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(4) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after posting of the above notice or the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(5) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute the Contract for Demolition and Scrap of Power Generation Equipment, Associated Fixtures and Equipment, a copy of which is attached hereto, and other documents necessary to complete this transaction under the terms and conditions set forth above.

(6) That the City Clerk be authorized to advertise this proposed sale in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

**CONTRACT FOR DEMOLITION AND SCRAP OF POWER GENERATION  
EQUIPMENT, ASSOCIATED FIXTURES AND BUILDING**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_, 2013, between B. Jones (the "**Purchaser**") and the **CITY OF NATCHITOCHEs**, represented herein by Lee Posey, Mayor, pursuant to the authority granted by Ordinance \_\_ of 2013 (the "**Seller**").

**WHEREAS**, the Seller owns certain equipment, associated fixtures and building, all of which listed in the attached Schedule A (the "**Equipment**"); and

**WHEREAS** the Purchaser desires to purchase from the Seller, and the Seller desires to sell, transfer and assign to the Purchaser, all metal contained in the Equipment, upon the terms and conditions below;

**THEREFORE** in consideration of the covenants, agreements, warranties and payments set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Purchaser and the Seller agree as follows:

**1. INTERPRETATION**

- 1 Definitions. Whenever used in this Agreement, in addition to the words or phrases defined elsewhere in this Agreement, the following words and phrases shall have the meanings:

"Agreement" means this Contract for Demolition and Scrap of Power Generating Equipment, Associated Fixtures and Building and all Schedules attached hereto, as amended, supplemented, restated or modified from time to time; and the expressions "Section" or "Subsection" followed by a number mean and refer to the specified section or subsection of this Agreement.

"Closing" means the completion of the sale to and purchase by the Purchaser of the Equipment.

"Closing Date" means the date this instrument is fully executed by the parties hereto.

"Encumbrance" means any assignment, mortgage, charge, pledge, lien, conditional sale, levy, execution, seizure, attachment, garnishment or other encumbrance or security interest in respect of such property, whether absolute or contingent, fixed or floating, legal or equitable, perfected or otherwise.

"Legal Proceeding" means any litigation, action, suit, arbitration proceeding or other proceeding and includes any appeal or review and application for same.

"Person" means any individual, corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust and any unincorporated organization or association.



## 2. PURCHASE AND SALE OF ASSETS

- 1 Purchase and Sale. Subject to the terms and conditions of this Agreement, on the Closing Date, the Seller agrees to and does sell, transfer and assign to the Purchaser, and the Purchaser agrees to and does purchase from the Seller, the all metal in the Equipment.

## 3. PURCHASE PRICE

- 1 Amount. The purchase price (the "**Purchase Price**") payable by the Purchaser to the Seller for the metal contained in the Equipment shall be \$27,000.00.

It is understood and agreed that this Purchase Price is discounted due to the demolition that will be undertaken on the site by the Purchaser, and the further commitments of the Purchaser set forth hereinbelow.

- 2 Payment. The Purchase Price shall be paid upon execution of this Agreement.
- 3.3 Taxes. The Seller shall be liable for and shall pay, as required, all federal and state sales taxes in connection with the conveyance and transfer of the Equipment to the Purchaser.

## 4. REPRESENTATIONS AND WARRANTIES

- 1 Representations and Warranties of the Seller. The Seller represents and warrants as follows to the Purchaser and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the purchase by the Purchaser of the metal contained in the Equipment:
  - (a) the Seller has taken all necessary legislative or governmental action and proceedings to authorize the sale of the Equipment; and this Agreement has been duly executed and delivered by the Seller and is a valid and binding obligation of the Seller enforceable against it in accordance with its terms;
  - (b) the Seller has all the necessary governmental power and authority to enter into this Agreement and to consummate the transactions; will not result in the violation of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Seller or the Equipment;
  - (c) at Closing, the Seller will be the sole beneficial owner of, and have good and valid title to, all of the Equipment, free and clear of all Encumbrances whatsoever, and shall have the exclusive right and entitlement to possess and dispose of same as contemplated in this Agreement;
  - (d) no Person, other than the Purchaser under this Agreement, has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement or option, for the purchase from the Seller of any of the Equipment; and

- (e) the Seller has no knowledge of any facts which, if known to the Seller, might reasonably be expected to deter the Purchaser from completing the acquisition of the Equipment contemplated by this Agreement.
- (f) The Agreement is for the sale of scrap and metal contained in the Equipment is purchased "as is, where is", without any warranties whatsoever, whether written, oral or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose.

2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller and acknowledges and confirms that the Seller is relying on such representations and warranties in connection with the sale by the Seller of the Equipment:

- (a) the Purchaser is a corporation duly established and subsisting under the laws of the State of \_\_\_\_\_;
- (b) the Purchaser has taken all necessary action and proceedings to authorize the purchase of the Equipment; and this Agreement has been duly executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms;
- (c) the Purchaser has all the necessary power and authority to enter into this Agreement and to consummate the transactions, which will not result in the violation of any of the terms and provisions of (i) the corporate regulations and/or by-laws of the Purchaser, or (ii) any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Purchaser.
- (d) All metal contained in the Equipment is purchased "as is, where is", without any warranties whatsoever, whether written, oral or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose.

3 Survival of the Representations and Warranties. The representations and warranties of each of the parties contained in this Agreement shall survive the closing of the purchase and sale of the Equipment (notwithstanding such closing), shall continue in full force and effect for a period of three (3) years from the Closing Date for the benefit of the relevant party, as the case may be.

## 5. COVENANTS OF THE PARTIES

1 Cooperation. The Purchaser and the Seller shall cooperate fully in good faith in connection with any steps required to be taken as part of their respective obligations under this Agreement.

2 Investigations. Between the Closing Date and removal of the Equipment, the Seller shall permit the Purchaser and its advisors to have reasonable access to the Equipment, in order that the Purchaser may make such investigations of the Equipment as the Purchaser deems

necessary; provided that such investigations shall be carried out during normal business hours.

6. **COVENANTS OF THE PARTIES**

- 6.1 The Seller does convey all metal contained in the Equipment to the Purchaser.
- 6.2 Purchaser shall, at its expense, obtain the services of an asbestos abatement company, licensed in the state of Louisiana, to preform abatement services at the Natchitoches Power Plant.
- 6.3 Upon completion of asbestos abatement as certified by the abatement company, the Seller shall disconnect all utilities, and drain or remove all oils or other fluids and obtain all necessary permits.
- 6.4 Purchaser shall then begin demolition and shall, within reason, separate metals, brick, concrete and wood into separate spoils piles.
- 6.5 During demolition, Purchaser shall take all care to avoid damage to and limit impact on the office facility located adjacent to the demolition site. Purchaser further agrees to repair any damage to any building or other property of the Seller caused by Purchaser.
- 6.6 Purchaser shall remove all metals from the site as property of Purchaser and all other remaining material shall be property of Seller.
- 6.7 Purchaser shall spread brick, block and concrete to fill voids and leave the property in a level and stable condition.
- 6.8 All activities under this Agreement shall be complete within 6 months of this agreement.

7. **GENERAL PROVISIONS**

- 1 Notice. Any notice or other instrument required or permitted to be given to either party hereunder shall be in writing and shall be sufficiently given if delivered personally or by courier to such party:

Seller:

City of Natchitoches  
Post Office Box 37  
  
Natchitoches, LA 71457  
Attention Mayor Lee Posey

Purchaser:

B. Jones  
11159 St. Rd. 42  
Stilesville, IN 46180T  
Attention: Buck Jones

Any such notice or other instrument if delivered shall be deemed to have been given and received on the date on which it was delivered at such address; provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any party may change its address for service from time to time by notice given in accordance with the foregoing.

- 2 Costs and Expenses. All costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions herein contemplated shall be paid by the party incurring such costs and expenses.
- 3 Parties in Interest. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.
- 4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.
- 5 Entire Agreement. This Agreement, including the schedules annexed hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no covenants, representations, warranties or agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all of the parties hereto.
- 6 Assignment. This Agreement may not be assigned by either the Purchaser or the Seller without the prior written consent of the other party.
- 7 Indemnity and Hold Harmless. Purchaser agrees hold harmless, indemnify and defend the Seller from any bodily injury or property damage which occurs during the demolition and removal metal in the Equipment, and agrees to take out and maintain an insurance policy in the amount of \$1,000,000.00, naming the Seller as an additional insured, and further agrees to provide a copy of said insurance prior to beginning demolition.
- 8 Compliance with Local, State and Federal Law. Purchaser agrees to comply with all applicable local, state and federal law during the term of this Agreement, including but not limited to OSHA and all environmental regulations.
- 9 Specific Performance. Either party to this agreement shall have the right to sue for specific performance.

- 10 Law, Jurisdiction and Venue. This contract shall be interpreted under the Law of the State of Louisiana, and any suit to enforce any of the terms of this agreement shall be brought in the Tenth Judicial District Court for the Parish of Natchitoches, Louisiana.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto.

**B. JONES**

By: \_\_\_\_\_  
Name:  
Title:

**CITY OF NACHITOTCHES, LA**

By: \_\_\_\_\_  
Name:  
Title:

## **Schedule "A"**

### **Equipment**

All equipment associated with steam generation units 8, 9 and 10 located at the City of Natchitoches power plant, including, but not limited to, boilers, cooling towers and team turbines, and shall further include the building that encloses the above described steam generation units.

Bryan Wimberly stated we have already sold the power plant one time. We were under contract for approximately two years with a down payment of \$40,000 in which they were going to come in and selectively remove parts of the steam turbines they were interested in and leave the rest of the shell of the power plant to us. They could never exercise the rest of the deal so we timed out on this contract. He then stated we went back to the market to find someone interested in it for scrap and we received various offers. This offer includes abating the asbestos at the plant and when they are finished no shell, structure or concrete will remain.

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on November 12, 2013 as follows:

**ORDINANCE NO. 054 OF 2013**

**AN ORDINANCE AUTHORIZING A FRANCHISE FOR THE OPERATION OF HORSE DRAWN CARRIAGE BUSINESS WITHIN THE CITY LIMITS OF THE CITY OF NATCHITOCHES, IN FAVOR OF NATCHITOCHES CARRIAGE COMPANY, L.L.C., CONFIRMING THE TERMS OF THE FRANCHISE, CONDITIONS, AND CONSIDERATIONS FOR SAID FRANCHISE, APPROVING THE LEASE OF SPACE FOR STORAGE ASSOCIATED WITH THE OPERATION OF THE HORSE DRAWN CARRIAGE BUSINESS, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAID FRANCHISE AND LEASE AGREEMENT ON BEHALF OF THE CITY.**

**WHEREAS**, Natchitoches Cane River Transit Company, LLC assigned a Franchise Agreement for the operation of horse drawn carriages to Natchitoches Carriage Company, LLC ("Carriage") in 2012; and

**WHEREAS FURTHER**, the City of Natchitoches ("City") approved the assignment by Resolution No. 102 of 2012; and

**WHEREAS FURTHER**, the City and Carriage have negotiated a new franchise agreement to replace the previous franchise agreement, which said new franchise agreement includes the lease of storage bays in the old public works facility at 500 Sixth Street; and

**WHEREAS FURTHER**, both parties, that is, the City and Carriage, deem it to be in their mutual best interests and advantage to execute the new franchise agreement which will clearly delineate the respective obligations, covenants, conditions, responsibilities, and considerations; and

**WHEREAS FURTHER**, this franchise agreement is permitted and authorized under the authority of Louisiana Revised Statutes 33:4404, the Home Rule Charter of the City of Natchitoches, Section 2:10 and Section 28-50 of the Code of Ordinances of the City of Natchitoches; and

**WHEREAS FURTHER**, the proposed franchise agreement has been reviewed by the City and has been approved; and

**WHEREAS FURTHER**, the City Council takes cognizance of the fact that it is to the best interest of the City and its tourist promotion and trade to facilitate the continuation of a horse drawn carriage business in the Historic District;

**NOW THEREFORE BE IT ORDAINED** that the City Council takes cognizance of the existing Franchise Agreement with Natchitoches Carriage Company, LLC, but desires to terminate the existing Franchise Agreement and replace it with a new Franchise Agreement, a copy of which is attached hereto, which will provide for storage space on City property, and authorizes the Mayor, Lee Posey, to execute the said Franchise Agreement with Carriage.



**BE IT FURTHER ORDAINED** that the terms and conditions of the Franchise Agreement attached hereto are hereby approved by the City Council, including the consideration for the franchise and other considerations.

**THIS ORDINANCE** was introduced on the 12th day of November, 2013, at a regular meeting of the City Council.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

**FRANCHISE AGREEMENT**

**BE IT KNOWN**, that on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public and subscribing witnesses, personally came and appeared:

**THE CITY OF NATCHITOCHES**, a Louisiana municipal corporation, operating under a Home Rule Charter passed by referendum vote in 1975, and represented hereby by Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance No. 054 of 2013, a copy of which is attached hereto and made a part hereof; hereinafter referred to as "**CITY**";

and

**NATCHITOCHES CARRIAGE COMPANY, LLC**, with mailing address of 102 Rue Beauport, Natchitoches, Louisiana 71457, represented herein by Amy Hastings, hereinafter referred to as "**Carriage**";

Both of whom declared as follows:

The **CITY** and **Carriage** are currently parties to a Franchise Agreement which was assigned to **Carriage** in 2012, but the parties desire to modify the Franchise Agreement and extend same, so the parties do hereby agree to and do hereby terminate the existing Franchise Agreement, effective the 1<sup>st</sup> day of January 2014.

The **CITY** does hereby grant a franchise to **Carriage** for the purpose of operating horse drawn carriages for tourists and other customers within the City of Natchitoches, under the following terms and conditions:

**1.1 Carriage** will operate horse drawn carriages year round, with a minimum of two (2), within the city limits of the City of Natchitoches. In times of peak tourist activity, from the 20<sup>th</sup> day of November through the 1<sup>st</sup> week in January, **Carriage** will operate a number of carriages that will adequately service the tourism market, even if more than two (2) carriages are required. However, this agreement shall not be construed to require **Carriage** to operate more than five (5) carriages at any one time.

**1.2 Carriage** shall have the right to operate horse drawn carriages within the corporate limits of the City of Natchitoches during the term of the franchise defined in paragraph 2.1 herein. All horse drawn carriages operated by **Carriage** will be operated at its sole expense and liability.

**1.3 Carriage** agrees that it will meet all regulatory requirements of the City, Parish, State and Federal law regarding safety, licensing and inspection in connection with its carriages, including but not limited to the Horse Drawn Carriage ordinance located at Section 31-70, et seq. of the Code of Ordinances of the City of Natchitoches, Louisiana.

**1.4** This is a franchise and **Carriage** is not an employee or agent of the **CITY** and the employees, contractors, or agents of **Carriage** are not the employees of the **CITY** and **Carriage** acknowledges that its employees have no employment or agency relation with the **CITY** and no compensation is paid to **Carriage** or its employees other than is specifically covered by this Franchise.

## **II.**

**2.1** The term of this franchise shall be for a period beginning January 1, 2014, and continuing through December 31, 2019, but shall be automatically extended for an additional five (5) year period (i.e. from January, 2019 through December 31, 2024, unless either party hereto gives notice, in writing, to the other party hereto prior to January 1, 2019.

## **III.**

**3.1 Carriage** agrees to operate its horse drawn carriages in a safe and prudent manner, observing all pertinent laws and regulations. **Carriage** further covenants and agrees that it will operate its carriages at its own risk, and agrees to indemnify and hold the **CITY** harmless against any expense, loss, damage, claim, action or liability paid, suffered or incurred, by any person or persons or property, as a result of **Carriage's** operations on the streets or public ways of the City of Natchitoches. **Carriage** further agrees that it will carry public liability insurance at its own expense for its operation of its vehicles and shall indemnify the **CITY** against any expense, loss, cost, damage, claim, action or liability paid, suffered, or incurred as the result of damages to persons or property incurred during the operation of **Carriage's** carriages and resulting from **Carriage's** fault or negligence.

**3.2 Carriage** further agrees to carry public liability insurance in an amount to be approved by the **CITY** but not less than \$1,000,000.00, covering the perils or exposure mentioned in Article 3.1, and shall furnish to the **CITY** evidence of the insurance and timely payment of all premiums. **Carriage** further agrees to list the **CITY** as an additional insured on the above policy. Failure to keep said insurance in effect shall give the **CITY** the right to cancel this franchise fifteen (15) days after written notice of default to **Carriage**.

#### IV.

**4.1** The consideration for this franchise shall be Fifty (\$50.00) Dollars per month, payable annually, in advance, with the first payment of \$600.00 due on January 1, 2014, and on the first day of January of each successive year of the lease.

**4.2** In addition to the monthly franchise fee, **Carriage** will provide the additional "in kind services" to the City of Natchitoches, its citizens and tourists:

1. Rent warehouse, pasture and office space within Natchitoches Parish.
2. Participate in parades and other special events promoted by the **CITY**.
3. Continue its practice of donating or offering discounts for church benefits, school benefits, events for nursing home residents, terminally ill patient, and handicapped children.

**4.3** **CITY** shall make available to **Carriage** storage space in its facility at 500 Sixth Street, to include the northernmost two storage bays, being 1,040 square feet. The consideration for the storage space shall be \$200.00 per month payable monthly. This provision of the Franchise Agreement may be terminated by either party with 60 days notice.

#### V.

**5.1** It is understood and agreed that **Carriage** shall have the right to operate horse drawn carriages within the corporate limits of the City of Natchitoches and that the City of Natchitoches shall not permit anyone to operate horse drawn carriages within its corporate limits without a franchise requiring the same minimum performance required of **Carriage** herein.

#### VI.

**6.1** **Carriage** shall also be obligated to pay the normal occupational license tax on its business operations, which shall be separate from this franchise agreement. **Carriage** shall also be responsible for any applicable sale or use tax on its operations.

#### VII.

**7.1** **Carriage** agrees to annually provide the Historic District Commission with a proposed tour route and written narrative of the proposed tour for approval.

**7.2** **Carriage** agrees to provide an accurate interpretation of the cultural, historic and natural resources of the City of Natchitoches.

**7.3** **Carriage** agrees to operate in a professional manner in all times. To operate seven days a week, twelve months a year, as necessary, excluding in climate weather.

7.4 **Carriage** agrees to furnish the **CITY** with proof of qualified drivers and operators licenses from the State of Louisiana and the City of Natchitoches.

7.5 **Carriage** agrees to furnish the Historic District Commission with proof that all drivers have obtained Tour Guide Certifications.

7.6 **Carriage** agrees to obtain approval for carriage parking areas, signage, benches, trash receptacles, and any and all other items utilized by **Carriage** in the course of its business.

7.7 **Carriage** agrees to maintain a policy of worker's compensation insurance on any and all employees.

**VIII.**

8.1 This franchise agreement shall not be assigned by **Carriage**, in whole or in part, without the express written permission of the City Council of the City of Natchitoches.

**IX.**

9.1 Except as otherwise provided herein, in the event that **Carriage** should cease to do business and terminate its operations for a period of forty-five (45) consecutive days, then in that event, this franchise shall be considered abandoned and terminated without any further action whatsoever, and all rights of **Carriage** under this franchise shall cease and terminate as of that date.

**THUS DONE AND PASSED** before me, the undersigned Notary Public and subscribing witnesses on the day, month and year first hereinabove written at Natchitoches, Louisiana.

**WITNESSES:**

\_\_\_\_\_  
  
\_\_\_\_\_

**CITY OF NATCHITOCHES**

By: \_\_\_\_\_  
Lee Posey, Mayor

**Natchitoches Carriage Company, LLC**

By: \_\_\_\_\_  
Amy Hastings

\_\_\_\_\_  
Amy Hastings, individually

\_\_\_\_\_  
**NOTARY PUBLIC**

**Print Name** \_\_\_\_\_

**Notary #** \_\_\_\_\_

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

**RESOLUTION NO. 087 OF 2013**

**A PROCLAMATION ACKNOWLEDGING THE VACANCY IN THE OFFICE FOR COUNCILPERSON FOR CITY COUNCIL DISTRICT THREE, CALLING OF A SPECIAL ELECTION TO FILL SAID VACANCY, SETTING THE DATES FOR SAID SPECIAL ELECTION, PROVIDING FOR ADVERTISING AND NOTIFICATION TO THE CLERK OF COURT FOR THE TENTH JUDICIAL DISTRICT OF LOUISIANA AND THE SECRETARY OF STATE FOR THE STATE OF LOUISIANA.**

**WHEREAS**, by letter (sometimes hereinafter "Resignation Letter") dated October 22, 2013, and directed to the Secretary of State for the State of Louisiana, Sylvia Morrow resigned her position as Councilperson for District 3 of the City of Natchitoches, Louisiana; and

**WHEREAS FURTHER**, the Secretary of State for the State of Louisiana, has acknowledged receipt of the Resignation Letter by correspondence dated October 24, 2013, and within said letter has provided for the procedure to fill the vacant office; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to provide for a special election for the filling of the vacant seat, all in accordance with Louisiana Revised Statutes 18:602; and

**NOW THEREFORE BE IT PROCLAIMED**, by the City Council of the City of Natchitoches, acting as the governing authority for said City, in legal session convened, as follows, to-wit:

**SECTION I.** That, effective October 24, 2013, a vacancy exist in the office of Councilperson for District Three of the City Council for the City of Natchitoches, State of Louisiana, due to the resignation of Sylvia Morrow by letter dated October 22, 2013, receipt acknowledged by the Secretary of State for the State of Louisiana by letter dated October 24, 2013.

**SECTION II.** That in accordance with the provisions of Title 18, Section 602 of the Louisiana Revised Statutes of 1950 (R. S. 18:602), a special election is hereby ordered to fill said vacancy.

**SECTION III.** That, in accordance with the provisions of Title 18, Section 402 of the Louisiana Revised Statutes of 1950 (R. S. 18:402), the dates for holding of said special election shall be as follows:

**PRIMARY ELECTION - Saturday, April 5, 2014  
GENERAL ELECTION - Saturday, May 3, 2014**

**SECTION IV.** That, in accordance with the provisions of Title 18, Sections 467 and 468 of the Louisiana Revised Statutes of 1950 (R. S. 18:467-468), the period for qualifying as a candidate for this special primary election shall be as follows:

**Opening of qualifying period - Wednesday, February 12, 2014**  
**Close of qualifying period – 4:30 O'clock P.M., February 14, 2014**

**SECTION V.** That, in accordance with the provisions of Title 18, Section 602 of the Louisiana Revised Statutes of 1950 (R. S. 18:602), a copy of this proclamation shall be published in the official journal of the City of Natchitoches, and a certified copy thereof shall be forwarded, via certified or registered mail to:

1. The Clerk of Court for the Tenth Judicial District of Louisiana.
2. The Secretary of State for the State of Louisiana.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON,** Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to 0 Nays on this 12<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Ms. Precious Barber asked the Mayor did he go out to anyone personally and ask them to run for District 3. He replied, no he did not. She then asked did any of the City Council members go out to anyone personally and ask them to run for District 3 in the special election? Each City Council member answered no. She then asked would Ms. Morrow be eligible to run in the April election? Mayor Posey stated there is nothing in the charter that prevents her from running in the election to his knowledge. Ms. Morrow then approached the podium to address the Council. She stated in reference to the question if the Mayor or City Council had approached anyone personally to run for District 3, had any of the Department Heads asked anyone to run? The Mayor stated he is not aware of it.



The following Resolution was introduced by Mr. Mims and Seconded by Mr. Payne as follows, to –wit:

**RESOLUTION NO. 088 OF 2013**

**A RESOLUTION APPOINTING A PERSON TO FILL  
THE VACANCY IN THE OFFICE FOR  
COUNCILPERSON FOR CITY COUNCIL DISTRICT  
THREE PROVIDING FOR ADVERTISING AND  
NOTIFICATION TO THE SECRETARY OF STATE  
FOR THE STATE OF LOUISIANA.**

**WHEREAS**, by letter (sometimes hereinafter “Resignation Letter”) dated October 22, 2013, and directed to the Secretary of State for the State of Louisiana, Sylvia Morrow resigned her position as Councilperson for District 3 of the City of Natchitoches, Louisiana; and

**WHEREAS FURTHER**, the Secretary of State for the State of Louisiana, has acknowledged receipt of the Resignation Letter by correspondence dated October 24, 2013, and within said letter has provided for the procedure to fill the vacant office; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to fill the vacancy in the office for councilperson for City Council District Three, all in accordance with Louisiana Revised Statutes 18:602 and/or Section 2.03 of the Charter of the City of Natchitoches, Louisiana; and

**WHEREAS FURTHER**, Louisiana Revised Statutes 18:602 provides that when a vacancy occurs “ . . . the governing authority of the local governmental subdivision where the vacancy occurs shall within twenty days appoint a person to fill the vacancy who meets the qualifications of the office . . . .”; and

**WHEREAS FURTHER**, Section 2.03 of the Charter of the City Natchitoches provides:

“If a vacancy on the council occurs more than one (1) year prior to the expiration of the term of office, it shall be filled by the vote of the qualified electors voting in a special election called by the council for that purpose, provided that said election shall be held within sixty (60) days after such vacancy occurs. A vacancy on the council occurring less than one (1) year prior to the expiration of the term of office shall be filled by appointment by a majority of the remaining members of the council, provided that said appointment shall be made not less than ten (10) days nor more than forty-five (45) days after such vacancy occurs. A tie vote on the appointment shall be broken by the mayor.”

; and

**WHEREAS FURTHER**, in an abundance of caution, the City Council of the City of Natchitoches desires to fill the vacancy in a manner that satisfies both of the above requirements; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches finds that Andrew Vallien, meets the qualifications for a member of the City Council of the City of Natchitoches, as set forth at Section 2.01 of the Charter of the City of Natchitoches, Louisiana; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to appoint Andrew Vallien to fill the vacancy in the office of Councilperson for Council District Three; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Natchitoches, acting as the governing authority for said City, in legal session convened, as follows, to-wit:

**SECTION I.** That, effective this date, Andrew Vallien is hereby appointed as councilperson for City Council District Three, to serve until such time as said office is filled by special election.

**SECTION II.** That a copy of this Resolution shall be published in the official journal of the City of Natchitoches, and a certified copy thereof shall be forwarded, via certified or registered mail to the Secretary of State for the State of Louisiana.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 12<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Ms. Precious Barber stated it has been stated Mr. Vallien was the handpicked person to represent District 3, but asked to clarify the procedure for picking Mr. Vallien? The Mayor stated the process began immediately when the word got out that there was a resignation in District 3 the names started coming up. Mr. Vallien seemed to be a very acceptable name from around the community. Mr. Vallien helped write the City Charter and has been very involved in City Government. I did contact Mr. Vallien to ask him if he would consider representing District 3 and he said he would if everyone was in agreement and they were.

Mr. Mims stated the Mayor and the Council has tried to make the best decision to move this City forward and not just put a random person in. We want to put someone in who can act for these three months until the community votes on whom they really want. Mr. Vallien has the expertise, experience and has been a part of the charter. Mr. Mims stated Mr. Vallien is an excellent choice and was not solicited for this position nor did he approach us.

Mr. Vallien thanked the Council and the Mayor for this opportunity and their confidence in him. He stated he lives in District 3 and thinks he can work to help the district. He knows all of the City Council and Mayor feels they can work together to help not just District 3, but all districts.

Mayor Posey stated he looks forward to working with Mr. Vallien and hopes District 3 will be well represented in the election in April.

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Stamey as follows, to –wit:

**RESOLUTION NO. 089 OF 2013**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER  
INTO AN ARGEEMENT WITH THE STATE OF LOUISIANA DEPARTMENT  
OF TRANSPORTATION AND DEVELOPMENT FOR THE CONSTRUCTION  
OF A BICYCLE PATH ON LA 478 (WATER WELL ROAD)  
JCT. I-49 – JCT.LA 1  
NATCHITOCHES PARISH**

**STATE PROJECT NO. 116-04-0007; H.001824**

**WHEREAS**, the LA DOTD is presently reconstructing LA 478 with Geometric Improvements between Route I – 49 and LA 1 to two lanes, including the placement of two 4’ paved shoulders; and

**WHEREAS**, the City of Natchitoches has requested the LA DOTD to include in its plans and construction designated bicycle paths between I-49 and LA 1; and

**WHEREAS**, the LA DOTD has agreed to grant this request provided the City of Natchitoches, upon completion of construction, agrees to maintain that portion of the project designated as bicycle path; and

**WHEREAS**, the LA DOTD shall, at its expense, prepare complete plans and specifications for the proposed bicycle paths within the limits established in the preamble; will provide for the construction of the bicycle paths; and will supervise the construction of the bicycle paths; and

**WHEREAS**, prior to final acceptance, the City of Natchitoches shall submit to the LA DOTD Coordinator/Project Manager for approval a copy of its Bicycle Paths Maintenance, Operation, and Inspection Plan detailing the City’s plan to maintain, operate, manage, inspect and repair the bicycle paths. This plan must be approved by LA DOTD; and

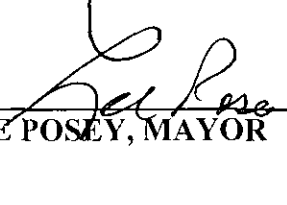
**WHEREAS**, Upon completion of construction of the project, the City of Natchitoches shall assume responsibility for all maintenance and operation of all bicycle paths installed under this project; and

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize Mayor Lee Posey to execute the attached agreement for State Project No. **116-04-0007; H.001824** more fully identified in the Agreement attached hereto.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4  
Ayes to 0 Nays on this 12<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**STATE PROJECT NO. 116-04-0007; H.001824  
JCT. I-49 – JCT. LA 1 (Water Well Road)  
ROUTE LA 478  
NATCHITOCHES PARISH**

THIS AGREEMENT, made and executed in three (3) originals on this 17<sup>th</sup> day of February, 2014, by and between the Department of Transportation and Development, hereinafter referred to as "DOTD", and the City of Natchitoches, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity";

WITNESSETH: That;

WHEREAS, the DOTD is presently reconstructing LA 478 with Geometric Improvements between Route I- 49 and LA 1 to two lanes, including the placement of two 4' paved shoulders; and

WHEREAS, the Entity has requested the DOTD to include in its plans and construction designated bicycle paths between I-49 and LA 1; and

WHEREAS, the DOTD is agreeable to the Entity's request provided the Entity, upon completion of construction, agrees to maintain that portion of the project designated as bicycle paths;

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

**ARTICLE I**

For the purpose of identification, the construction of the project including the proposed bicycle path will be designated as State Project No. 116-04-0007; H.001824 - Bicycle Paths.

**ARTICLE II**

LADOTD will furnish all services incidental to the acquisition of all right-of-way which may be required for the construction of the bicycle paths along the paved shoulders of the project described herein.

### **ARTICLE III**

The DOTD shall, at its expense, prepare complete plans and specifications for the proposed bicycle paths within the limits established in the preamble; will provide for the construction of the bicycle paths; and will supervise the construction of the bicycle paths.

### **ARTICLE IV**

While the DOTD's engineers shall be charged with the supervision of construction, the right shall be reserved to the Entity to inspect the additional work, as covered herein, at any time during construction. Nothing, however, in this agreement shall be construed to make the Entity a party to the contract between DOTD and its contractor.

### **ARTICLE V**

Prior to Final Acceptance, the Entity shall submit to the DOTD Coordinator/Project Manager for approval a copy of its Bicycle Paths Maintenance, Operation, and Inspection Plan detailing Entity's plans to maintain, operate, manage, inspect, and repair the bicycle paths. The Entity's Bicycle Paths Maintenance, Operation, and Inspection Plan must be approved by DOTD.

### **ARTICLE VI**

Upon completion of construction of the Project, the Entity shall assume responsibility for all maintenance and operation of all bicycle paths installed under this Project, including, but not limited to, the cleaning and repair of potholes, as well as compliance with the Bicycle Paths Maintenance, Operation, and Inspection Plan submitted pursuant to Article V herein above.

### **ARTICLE VII**

The Entity shall indemnify, save harmless, and defend DOTD, its officers, agents and employees, against any and all claims, demands, suits and judgments for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any act or omission, operation or work of the Entity, its agents, servants or employees while engaged upon or in connection with the obligations assumed herein or the services required or performed pursuant to this Agreement.

### ARTICLE VIII

This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Stacy McNeary  
Witness for First Party

Shane Warriz  
Witness for First Party

STATE OF LOUISIANA  
CITY OF NATCHITOCHES

BY: Lee Posey  
Typed or Printed Name

TITLE: Mayor  
726000931  
Federal Identification Number

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

Patrice Little  
Witness for Second Party

BY: Phyllis Dessell  
for Secretary

Carole D. Day  
Witness for Second Party

RECOMMENDED FOR APPROVAL  
BY: [Signature]  
Division Head



Mayor Posey stated this is Highway 478 and Waterwell Road that the state will be putting the signage and chevrons in the road for bicycling. We had visited with the Red River Waterway Commission and they have agreed to pave the chevron and put signage at Tauzin Island Road. We will now have signage on the north and south end of Natchitoches and we are looking on how to connect the dots through the town.

Mr. Stamey asked if the shoulders on Highway 478 had been completed. Mayor Posey Stated the shoulder has been completed.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to --wit:

**RESOLUTION NO. 090 OF 2013**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
SUPPLEMENT AGREEMENT NO. 1 WITH THE STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR  
LA 1X: TURN LANES - 46' N HANCOCK – LA 494  
ROUTE LA 1X**

**(STATE PROJECT NO. H009721)  
FEDERAL AID PROJECT NO. H009721**

**WHEREAS**, under the provisions of Title 23, United States Code “Highways”, as amended, funds have been appropriated out of the Highway Trust Fund to finance enhancement projects under the direct administration of the DOTD; and

**WHEREAS**, the DOTD and the City of Natchitoches previously entered into a formal Agreement, dated April 29, 2013 and authorized by Resolution No. 017 of 2013, for Natchitoches LA 1X: Turn Lanes At Royal Street Route LA 1X including sidewalks on both sides of South Drive; and

**WHEREAS**, it is necessary to amend the Agreement that the title of the project be changed to LA 1X: Turn Lanes – 46’ N Hancock – LA 494, to reflect the new limits of the project; and

**WHEREAS**, the improvements that are to be undertaken under this project will consist of adding the construction of sidewalks on both sides of the roadway in conjunction with the existing DOTD project that will include the construction of a three (3) lane roadway with curb and gutter, approximately 2,662 feet long, beginning 46’ North of Hancock Street to LA 494 (Keyser Avenue), all in Natchitoches Parish and related work; and

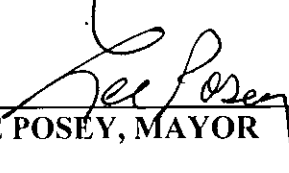
**WHEREAS**, the cost of this project will be a joint participation between the City of Natchitoches and the Federal Highway Administration, with the City of Natchitoches contributing the 20% match of the participation construction cost and the Federal Highway Administration contributing, through the DOTD, the remaining 80%. The City of Natchitoches will provide to DOTD its matching funds (\$40,000) prior to the letting of the project; and

**NOW, THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize Mayor Lee Posey to execute Supplement Agreement No. 1 for State Project No. H.009721, more fully identified in the Agreement attached hereto.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4  
Ayes to 0 Nays on this 12<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

*VOID: This agreement was not fully executed, it was amended. See Resolution #004 of 2014, City Council Meeting 1-13-14 for amended agreement.*

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUPPLEMENTAL AGREEMENT NO. 1  
STATE PROJECT NO. H.009721  
FEDERAL AID PROJECT NO. H009721  
LA 1X: TURN LANES - 46' N HANCOCK - LA 494  
ROUTE LA 1X  
NATCHITOCHES PARISH**

**THIS SUPPLEMENTAL AGREEMENT NO. 1**, made and executed in three original copies on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **Department of Transportation and Development**, ("DOTD"), and the **City of Natchitoches**, a political subdivision of the State of Louisiana, hereinafter referred to as "**Entity**";

**WITNESSETH:** That;

**WHEREAS**, the DOTD and the Entity previously entered into a formal agreement, dated **April 29, 2013**, for the addition of the construction of sidewalks on both sides of the roadway in conjunction with the existing DOTD project that will include the construction of a three (3) lane roadway with curb and gutter, approximately 1,463 feet long, beginning approximately 48' North of Hancock Street to a point approximately 768' North of Royal Street, all in Natchitoches Parish and related work; and

**WHEREAS**, it is necessary to amend the Agreement that the title of the project be changed to LA 1X: Turn Lanes - 46' N Hancock - LA 494, to reflect the new limits of the project; and

**WHEREAS**, it is necessary to amend the Agreement to amend the project scope and increase the Federal Funding; and

**WHEREAS**, the DOTD is agreeable to the changes in the implementation of the Project and desires to cooperate with the Entity as hereinafter provided;

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

**1.**

**ARTICLE I: PROJECT DESCRIPTION is hereby amended to read as follows:**

The improvement that is to be undertaken under this project will consist of adding the construction of sidewalks on both sides of the roadway in conjunction with the existing DOTD project that will include the construction of a three (3) lane roadway with curb and gutter, approximately 2,662 feet long, beginning 46' North of Hancock Street to LA 494 (Keyser Boulevard), all in Natchitoches Parish and related work.

Supplemental Agreement No. 1  
S.P. No. H.009721  
F.A.P. No. H009721  
LA 1X: Turn Lanes - 46' N Hancock - LA 494  
Route LA 1X  
Natchitoches Parish  
Page 2 of 4

For construction costs, State Project No. H.009721 and Federal Project No. H009721 have been assigned.

All progress reports, invoices, etc. incurred in the performance of these services shall be identified with these project numbers.

**2.**

**ARTICLE II: FUNDING is hereby amended to read as follows:**

Except for services hereinafter specifically listed to be furnished at the DOTD's expense or at the Entity's expense, as the case may be, the cost of this project will be a joint participation between the Entity and the Federal Highway Administration, hereinafter "FHWA", with the Entity contributing the 20% match of the participating construction cost and the FHWA contributing, through the DOTD, the remaining 80%. The **maximum federal funds** available for this project are **\$160,000**. Costs over \$200,000 (maximum federal funds plus Entity's required match) will be the responsibility of the Entity. The Entity may incorporate items of work into the construction contract not eligible for Federal Aid participation at its own costs, provided DOTD agrees to incorporate the work. Funds will be disbursed in accordance with DOTD's normal procedures.

The Entity will provide to DOTD its match funds (\$40,000) prior to the letting of the project. If, after letting, excess funds are determined to be necessary for the project, the Entity shall provide these additional funds to DOTD at the time the additional costs are determined to be necessary, but in any event, prior to further construction toward the project.

Upon completion of the project, final costs shall be determined. If the final calculation of costs determines that there is an overrun, then the Entity shall pay the full amount of the overrun to DOTD immediately upon receipt of an invoice. If, however, the final calculation of costs determines that the Entity overpaid DOTD, then DOTD will reimburse the Entity the amount of the underrun.

No Notice to Proceed shall be issued and no compensable costs for construction may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs for which the Entity expects to be reimbursed for incurred prior to such authorization will not be compensable.

Supplemental Agreement No. 1  
S.P. No. H.009721  
F.A.P. No. H009721  
LA 1X: Turn Lanes - 46' N Hancock - LA 494  
Route LA 1X  
Natchitoches Parish  
Page 3 of 4

In the event that right-of-way acquisition for, or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, FHWA requires repayment of expended Federal funds. The Entity shall be responsible for providing the funds for the repayment.

3.

The DOTD and the City of Natchitoches agree that all provisions of the original agreement between the parties, dated April 29, 2013, to the extent not inconsistent with this Supplemental Agreement No. 1, to the Original Agreement, shall remain in full force and effect.

Supplemental Agreement No. 1  
S.P. No. H.009721  
F.A.P. No. H009721  
LA 1X: Turn Lanes - 46' N Hancock - LA 494  
Route LA 1X  
Natchitoches Parish  
Page 4 of 4

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Stacy A. LeBlanc  
Witness for First Party

Hannah Warrig  
Witness for First Party

STATE OF LOUISIANA  
CITY OF NATCHITOCHES

BY: Lee Posey  
Lee Posey  
Typed or Printed Name

TITLE: Mayor

72-6000931  
Federal Identification Number

020610366  
DUNS Number

20.205 Highway Planning and Construction  
CFDA Number

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

\_\_\_\_\_  
Witness for Second Party

BY: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness for Second Party

RECOMMENDED FOR  
APPROVAL BY: \_\_\_\_\_  
Division Head

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUPPLEMENTAL AGREEMENT NO. 1  
STATE PROJECT NO. H.009721  
FEDERAL AID PROJECT NO. H009721  
LA 1X: TURN LANES - 46' N HANCOCK - LA 494  
ROUTE LA 1X  
NATCHITOCHES PARISH**

**THIS SUPPLEMENTAL AGREEMENT NO. 1**, made and executed in three original copies on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **Department of Transportation and Development**, ("DOTD"), and the **City of Natchitoches**, a political subdivision of the State of Louisiana, hereinafter referred to as "**Entity**";

**WITNESSETH:** That;

**WHEREAS**, the DOTD and the Entity previously entered into a formal agreement, dated **April 29, 2013**, for the addition of the construction of sidewalks on both sides of the roadway in conjunction with the existing DOTD project that will include the construction of a three (3) lane roadway with curb and gutter, approximately 1,463 feet long, beginning approximately 48' North of Hancock Street to a point approximately 768' North of Royal Street, all in Natchitoches Parish and related work; and

**WHEREAS**, it is necessary to amend the Agreement that the title of the project be changed to LA 1X: Turn Lanes - 46' N Hancock - LA 494, to reflect the new limits of the project; and

**WHEREAS**, it is necessary to amend the Agreement to amend the project scope and increase the Federal Funding; and

**WHEREAS**, the DOTD is agreeable to the changes in the implementation of the Project and desires to cooperate with the Entity as hereinafter provided;

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

**1.**

**ARTICLE I: PROJECT DESCRIPTION is hereby amended to read as follows:**

The improvement that is to be undertaken under this project will consist of adding the construction of sidewalks on both sides of the roadway in conjunction with the existing DOTD project that will include the construction of a three (3) lane roadway with curb and gutter, approximately 2,662 feet long, beginning 46' North of Hancock Street to LA 494 (Keyser Boulevard), all in Natchitoches Parish and related work.



Supplemental Agreement No. 1  
S.P. No. H.009721  
F.A.P. No. H009721  
LA 1X: Turn Lanes - 46' N Hancock - LA 494  
Route LA 1X  
Natchitoches Parish  
Page 2 of 4

For construction costs, State Project No. H.009721 and Federal Project No. H009721 have been assigned.

All progress reports, invoices, etc. incurred in the performance of these services shall be identified with these project numbers.

**2.**

**ARTICLE II: FUNDING is hereby amended to read as follows:**

Except for services hereinafter specifically listed to be furnished at the DOTD's expense or at the Entity's expense; as the case may be, the cost of this project will be a joint participation between the Entity and the Federal Highway Administration, hereinafter "FHWA", with the Entity contributing the 20% match of the participating construction cost and the FHWA contributing, through the DOTD, the remaining 80%. The **maximum federal funds** available for this project are **\$160,000**. Costs over \$200,000 (maximum federal funds plus Entity's required match) will be the responsibility of the Entity. The Entity may incorporate items of work into the construction contract not eligible for Federal Aid participation at its own costs, provided DOTD agrees to incorporate the work. Funds will be disbursed in accordance with DOTD's normal procedures.

The Entity will provide to DOTD its match funds (\$40,000) prior to the letting of the project. If, after letting, excess funds are determined to be necessary for the project, the Entity shall provide these additional funds to DOTD at the time the additional costs are determined to be necessary, but in any event, prior to further construction toward the project.

Upon completion of the project, final costs shall be determined. If the final calculation of costs determines that there is an overrun, then the Entity shall pay the full amount of the overrun to DOTD immediately upon receipt of an invoice. If, however, the final calculation of costs determines that the Entity overpaid DOTD, then DOTD will reimburse the Entity the amount of the underrun.

No Notice to Proceed shall be issued and no compensable costs for construction may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs for which the Entity expects to be reimbursed for incurred prior to such authorization will not be compensable.

Supplemental Agreement No. 1  
S.P. No. H.009721  
F.A.P. No. H009721  
LA 1X: Turn Lanes - 46' N Hancock - LA 494  
Route LA 1X  
Natchitoches Parish  
Page 3 of 4

In the event that right-of-way acquisition for, or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, FHWA requires repayment of expended Federal funds. The Entity shall be responsible for providing the funds for the repayment.

3.

The DOTD and the City of Natchitoches agree that all provisions of the original agreement between the parties, dated April 29, 2013, to the extent not inconsistent with this Supplemental Agreement No. 1, to the Original Agreement, shall remain in full force and effect.

Supplemental Agreement No. 1  
S.P. No. H.009721  
F.A.P. No. H009721  
LA 1X: Turn Lanes - 46' N Hancock - LA 494  
Route LA 1X  
Natchitoches Parish  
Page 4 of 4

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Stacy McCreary  
Witness for First Party

Shanah Wernig  
Witness for First Party

STATE OF LOUISIANA  
CITY OF NATCHITOCHES

BY: Lee Posey

Lee Posey  
Typed or Printed Name

TITLE: Mayor

72-6000931  
Federal Identification Number

020610366  
DUNS Number

20.205 Highway Planning and Construction  
CFDA Number

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

BY: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness for Second Party

\_\_\_\_\_  
Witness for Second Party

RECOMMENDED FOR  
APPROVAL BY: \_\_\_\_\_  
Division Head

Mr. Nielsen stated these changes will improve the pedestrian and vehicular safety in this section. Mr. Mims stated having sidewalks will make a huge difference. Mr. Stamey stated there is an amazing amount of pedestrians that use Highway 1 South. Mayor Posey stated the problem is the bridge is not old enough for bridge replacement but there is a chance we could do something with the pedestrian way.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to -wit:

**RESOLUTION NO. 091 OF 2013**  
**A RESOLUTION ADDRESSING ADMINISTRATIVE**  
**ASPECTS OF THE PROPOSED FY 2014 - FY 2015**  
**LOUISIANA COMMUNITY DEVELOPMENT**  
**BLOCK GRANT PROJECT**

**WHEREAS,** the City of Natchitoches is desirous of submitting an application to the State of Louisiana, Division of Administration for funding under the FY 2014 - FY 2015 LCDBG program for public improvements; and

**WHEREAS,** it is necessary to pay all administrative costs associated with the implementation of the LCDBG program to receive one bonus point, should funding become available;


**NOW, THEREFORE BE IT RESOLVED** that the City of Natchitoches has hired the administrative and engineering firms of GNF Management Company, Inc. and CGS Engineering, Inc., to assist in the preparation of said application for the fees of \$1,400.00 and \$1,500.00, respectively. An additional fee of \$35,000.00 will be paid to the administrative firm of GNF Management Company, Inc., for subsequent program administration of the LCDBG program. All fees are contingent upon funding of the project by the State of Louisiana, Division of Administration under the FY 2014 or the FY 2015 LCDBG program.

**BE IT FURTHER RESOLVED** that the City of Natchitoches has agreed to utilize local funds to pay the above contract amount and all other administrative costs associated with the preparation and implementation of the FY 2014 - FY 2015 LCDBG program.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON,** Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 12<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
Lee Posey, Mayor

  
\_\_\_\_\_  
Stacy McQueary, Clerk

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to –wit:

**RESOLUTION NO. 092 OF 2013**

**A RESOLUTION ADDRESSING ENGINEERING  
ASPECTS OF THE PROPOSED FY 2014 - FY 2015  
LOUISIANA COMMUNITY DEVELOPMENT  
BLOCK GRANT PROJECT**

**WHEREAS,** the City of Natchitoches is desirous of submitting an application to the State of Louisiana, Division of Administration for funding under the FY 2014 - FY 2015 LCDBG program for public improvements; and

**WHEREAS,** it is necessary to pay all engineering costs associated with the implementation of the LCDBG program to receive one bonus point, should funding become available;

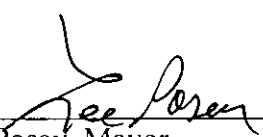
**NOW, THEREFORE BE IT RESOLVED** that the City of Natchitoches has hired the engineering firm of CGS Engineering, Inc. to provide engineering services relative to the LCDBG program. All engineering fees are established in the LCDBG application and are contingent upon funding of the project by the State of Louisiana, Division of Administration under the FY 2014 or the FY 2015 LCDBG program.

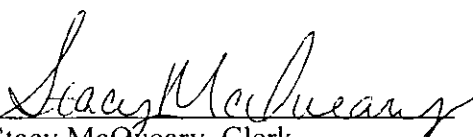
**BE IT FURTHER RESOLVED** that the City of Natchitoches has agreed to utilize local funds to pay all engineering costs associated with the preparation and implementation of the FY 2014 - FY 2015 LCDBG program.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON,** Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 12<sup>th</sup> day of November, 2013.

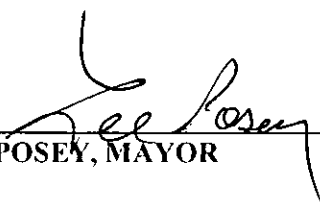
  
\_\_\_\_\_  
Lee Posey, Mayor

  
\_\_\_\_\_  
Stacy McQueary, Clerk

Mr. Payne asked if the City had decided what the project would be. Mayor Posey stated the engineers are working on it. They have a deadline to get it in within the next week or two.

Mayor Posey then stated the City of Natchitoches will be closed Thursday, November 28, 2013 and Friday, November 29, 2013 for the Thanksgiving holidays.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 6:30 p.m.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE